

## INDEPENDENT CONTRACTOR AGREEMENT

By and Between:  
City of Rio Communities and Palmetto LLC.

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (“Agreement”) is entered into this 27<sup>th</sup> day of June, 2022, by and between the City of Rio Communities, New Mexico, a municipal corporation (hereinafter referred to as the “City”), and Palmetto LLC., an independent contractor (hereinafter referred to as “Contractor”), in consideration of the mutual promises made herein, as follows:

### ***I. Term of Agreement***

This Agreement will become effective on the 1<sup>st</sup> day of July, 2022 and will continue in effect until: June 30, 2023.

### ***II. Services to be Rendered by Contractor***

Contractor agrees to:

- 1) Attract, Expand and Retain Retail and Economic Based Businesses (Non-Retail) to Rio Communities.
- 2) Conduct a commercial vacant building survey and inventory.
- 3) Promote the City of Rio Communities as an Opportunity Zone area to attract investment.
- 4) Conduct a community retail survey of the type of retail businesses residents would want in Rio Communities.
- 5) Formulate an Economic Development marketing brochure, business cards and rack cards.
- 6) Through marketing, attract Albuquerque Area land developers, retailers, and housing developers to the community.
- 7) With the assistance of the governing body formulate a local economic development incentive guide in conjunction with the current incentives offered by the state.
- 8) Formulate a stand-alone economic development website with the assistance of the economic development committee and Rio Communities IT staff.
- 9) Attend statewide and nation-wide Retail and Manufacturing/Industrial conferences and workshops to attract businesses to Rio Communities
- 10) Assist the governing body and admin staff to annex the industrial/manufacturing park.
- 11) Assist the governing body, admin staff and prospective housing developers to market the community as a retirement community.
- 12) Assistant the governing body, ad min staff and community to formulate a logo and a community tag line.

- 13) Coordinate with the governing body and admin staff to contract with a vendor to conduct a retail shrinkage study and examine the current retail gaps.
- 14) Utilize social media along with the economic development website to promote the community.
- 15) Assistant with future groundbreaking and dedication ceremonies.
- 16) Become an active member of NM IDEA (NM Rural Economic Development Organization), IEDC (International Economic Development Council), ICSC (International Center for Shopping Center).
- 17) Attend regular board meeting of NM Workforce Connections of Central New Mexico.
- 18) Attend regular meetings of MRGEDA, Middle Rio Grande Economic Development Organization. MRGEDA is regional economic development organization that promotes economic development initiatives in Valencia, Socorro, Catron and Sierra Counties.
- 19) Promote the City of Rio Communities through regular meetings with Albuquerque Economic Development (AED), NM Partnership, MRCOG (Middle Rio Grande Council of Government) and NM Economic Development.
- 20) Submit a LEADS grant through the NM Economic Development to attract funding to promote local economic development efforts.
- 21) Attend Industrial and Manufacturing business recruitment trips and conferences with Albuquerque Economic Development (AED).
- 22) Attend Industrial and Manufacturing business recruitment trips and conferences with New Mexico Partnership (NMP).

**III. Method of Performing Services:**

Contractor will determine the method, details, and means of performing the above-described services, including the determination of the need for and hiring of assistants at the Contractor's own expense. The City may not control, direct, or otherwise supervise Contractor's assistants or employees in the performance of those services.

**IV. Compensation:**

In consideration for the services to be performed by Contractor, the City agrees to pay Contractor at a rate of \$65.00 per hour for a maximum annual amount of \$55,000.00 including actual travel costs calculated at the City Rate plus Gross Receipts Tax.

**V. Tools and Instruments:**

Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.

**VI. Workers Compensation:**

Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify the City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

**VII. Insurance:**

Contractor agrees to maintain a policy of insurance in the minimum amount of 1 Million Dollars (\$1,000,000.00) to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold the City free and harmless from any and all claims arising from any such negligent act or omission.

**VIII. Obligations of the City**

the City agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

**IX. Assignment:**

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the City or Contractor without the prior written consent of Contractor and the City.

**X. Termination of Agreement:**

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

**XI. General Provisions**

Notices:

Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

the City:

Dr. Martin (Marty) Moore  
City of Rio Communities City Manager  
360 Rio Communities Blvd,  
Rio Communities, NM 87002  
[mmoore@riocommunities.net](mailto:mmoore@riocommunities.net)

and:

Samuel Chris DeFillippo, Esq.  
Robles, Rael & Anaya, P.C.

City of Rio Communities' Attorney  
500 Marquette Ave. NW, Suite 700  
Albuquerque, NM 87102  
(505) 242-2228  
[Chris@roblesrael.com](mailto:Chris@roblesrael.com)

Contractor: Palmetto LLC

Each party may change the above address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico and the parties agree that proper venue for any altercations regarding the substance of this Agreement is within Valencia County, New Mexico.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above:

**CITY OF RIO COMMUNITIES:**

By: \_\_\_\_\_  
Martin Moore, City Manager

**PALMETTO LLC.:**

By: \_\_\_\_\_  
Ralph Mims, President/CEO

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Samuel C. DeFillippo, City Attorney